

CASCADE COUNTY

REQUEST FOR PROPOSALS FOR

INMATE MEDICAL SERVICES CONTRACT

January 2021

**REQUEST FOR PROPOSAL FOR
INMATE MEDICAL SERVICES
CASCADE COUNTY, MONTANA**

Project Title: Inmate Medical Services Contract, Cascade County, Montana

Issue Date: January 25th, 2021

I. INTRODUCTION, BACKGROUND, & PURPOSE.

The Cascade County Sheriff's Office, hereafter referred to as "County," is initiating this Request for Proposals ("RFP") to solicit proposals from responsible and qualified firms interested in providing prompt, professional and quality inmate medical services at the Cascade County Adult Detention Center located at 3800 Ulm North Frontage Road, Great Falls, Montana 59404.

II. DEFINITIONS.

Definitions for the purpose of this RFP include:

- "COUNTY" means Cascade County in the State of Montana.
- "CONTRACTOR" means the individual or company whose proposal has been accepted by the County and is awarded a fully executed, written contract.
- "PROPOSAL" means a formal offer submitted in response to this solicitation.
- "RESPONDENT" means an individual or company that submits a proposal in order to attain a contract with the County.
- "REQUEST FOR PROPOSALS (RFP)" means a formal procurement document in which a service or need is identified but no specific method to achieve it has been delineated. The purpose of an RFP is to permit the respondent to suggest various approaches to meet the need at a given price.

III. SCOPE OF WORK AND SERVICES TO BE PROVIDED.

The primary objective of the Inmate Medical Services contract is to provide on-site medically necessary services and maintain a level of quality service in accordance with National Correctional Health Care Standards, the American Correctional Association (ACA) and in accordance with Federal and State Laws.

The proposal for health care services shall include health care personnel, direct medical services for inmates, and coordination of off-site medical care and other services that may be needed.

The medical services proposed apply to all inmates housed in the Cascade County Adult Detention Center. The inmate base population for proposal purposes shall be 440.

Proposals submitted in response to the RFP for Inmate Medical Services are expected to:

1. Maintain and/or maximize the use of the County's on-site Medical Unit to meet the medical needs of inmates (e.g., initial physical assessments, ongoing evaluation and treatment of minor medical conditions, reduction of off-site medical trips, and stabilization of urgent and emergency medical conditions);
2. Maintain and/or enhance on-site Dental Services Program to meet the basic dental needs of inmates (e.g., initial assessment, extractions, examinations, and emergency treatment);
3. Establish an on-site Mental Health Care System to meet the needs of the inmates and;
4. Maintain off-site Contractor Network of hospitals, physicians, and other ancillary medical contractors to provide medically necessary services to inmates when those services cannot be delivered at the Detention Facility or by the Medical Contractor.

A. Primary Health Care Services: The Medical Contractor shall deliver professional, effective primary health care services for all inmates at the Detention Center:

1. Intake Screening:

A licensed healthcare professional (nurse) shall perform an intake screening on incoming inmates (newly arrested) upon admission to the Detention Facility. Individuals brought into the Detention Facility to be placed in custody must be medically cleared during the Booking process. The screening shall identify those individuals with medical conditions, dental needs, mental disorders, inmates in need of segregation or close supervision, and those with suicidal tendencies. Inmates are booked and admitted into the Detention Facility 24 hours a day, seven days a week.

- a. The Medical Contractor shall implement policies, procedures and forms to ensure compliance. Proposals must include a plan for completing the screening examinations. Attach a copy of the Medical Contractor's proposed screening policy and form.
 - (1) When clinically indicated, an immediate referral shall be made to an appropriate health care service (mental health eval, dental, etc.) for care within a clinically reasonable period.
 - (2) Notation of the disposition of the inmate, such as immediate referral to an appropriate health care service, approval for placement in the general inmate population with later referral to an appropriate health care service, or approval for placement in the general inmate population shall be documented.

- (3) Immediate needs shall be identified and addressed, and potentially infectious inmates isolated to prevent spread in the congregate setting.
- (4) Screening for tuberculosis disease shall be completed within 10 days of admittance.
- b. The Medical Contractor shall work in conjunction with the Detention Facility's Classification Staff/Booking Officers to provide for appropriate inmate placement, such as the following:
 - (1) Placement in the general inmate population;
 - (2) Placement in the general inmate population and referral to the appropriate health care service at the Detention Facility;
 - (3) Immediate referral to the in-house licensed medical provider when indicated; and
 - (4) Referral to an appropriate off-site preferred provider/facility for emergency treatment.

Detention Facility staff shall be notified if an inmate refuses any aspect of the intake screening process and the inmate will be recommended for placement in special confinement and segregated from the general population.

2. Transfer Screening:

A transfer screening shall be performed by licensed health care professionals on all transfers into the County facility (State and Federal Inmates) within 48 hours of arrival to the Detention Facility to ensure continuity of care. Notification provided by Detention Facility staff to the Medical Contractor personnel prior to arrival of transfers will facilitate completion in a timely manner.

3. Health Assessments: (NOTE: This section would be done if Section #1 above is not feasible for the County. Please note in your RFP response the cost difference of having FTE Licensed Screening Nurse(s) vs. conducting Health Assessments under this section.)

Medical Contractor shall establish policies and procedures for inmate health assessments, which shall be subject to review and comment by the Sheriff or designee. A licensed physician, mid-level provider or a licensed nurse shall complete health assessments within ten (10) days of the inmate booking and physical placement into the Detention Facility.

- a. The health assessment should be comprehensive. The Medical Contractor will outline a plan for completing assessments and attach a proposed policy and assessment form.
- b. The health assessment process will also include a tuberculin PPD skin test.

4. Inmate Requests for Health Care Services:

The Medical Contractor shall establish policies and procedures for handling and responding to inmate requests for health care services. Medical Contractor policies and procedures shall be subject to review and comment by the Sheriff or designee. Inmates shall have the opportunity to request health care services. Health care

personnel shall review the requests and determine the appropriate course of action to be taken to include immediate intervention or scheduling for provider evaluation.

5. Sick Call Assessment Protocols:

The Medical Contractor shall establish assessment protocols to facilitate the sick call process. The assessment protocols shall be appropriate for the level of licensed skill and preparation of the nursing personnel who will carry them out. The assessment protocols shall comply with relevant state professional standards or nurse practice acts and shall be approved by the health authority.

6. Segregation Rounds:

Qualified health personnel shall perform rounds to assess inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the inmate's health status and to ensure access to health care services, a minimum of three times a week. A record of the segregation rounds shall be maintained, and all clinical encounters shall be noted in the inmate's health record.

7. Women's Pregnancy Health Care and Inmate STD's:

The Medical Contractor shall establish policies and procedures specific to the health care of pregnant inmates, which shall include, at a minimum, the following:

- a. Pre-natal care, including regular monitoring by an obstetrician;
- b. Provision of appropriate vitamins and dietary needs; and
- c. Identification and management of high-risk pregnancies, including appropriate referrals.

The Medical Contractor shall be responsible for the provision of medically necessary onsite health care services to the inmate population to include, at a minimum, the following:

- a. Sexually transmitted disease treatment for female and male inmates.

8. Infectious Disease:

The Medical Contractor shall establish policies and procedures for the care and handling of inmates diagnosed with infectious disease.

The Medical Contractor shall provide an infection control program that focuses on surveillance, prevention, treatment and reporting. In addition to procedures generic to "infectious diseases," disease specific programs shall be established to include:

- a. Tuberculosis – The Medical Contractor shall develop a TB surveillance, treatment and monitoring program consistent with community standards.

If an inmate tests positive for a PPD test, the inmate shall be scheduled for and receive an on-site chest x-ray, with appropriate follow-up and care, including isolation, if required.

- b. HIV/AIDS – If medically necessary and requested, HIV testing and counseling will be done on a confidential basis after being incarcerated for 72 hours. A licensed provider shall evaluate inmates identified as having HIV disease. HIV inmates shall have access to infectious disease specialists and HIV medications (as deemed) medically necessary.

9. Chronic Illness and Specific Needs:

The Medical Contractor shall establish a plan for the identification, treatment and monitoring of inmates with known chronic illnesses and specific health care needs. Upon identification of an inmate with a specific health care needs, the inmate shall be referred to the contractor's Health Care Provider. The Health Care Provider shall establish a treatment plan to guide the care of inmates with specific health care needs.

10. Onsite Services:

The Medical Contractor shall provide on-site services, whenever possible, to reduce the volume and duration of off-site services. Medical Contractor shall provide basic stitching or suturing, splinting, incision and drainage, etc. at the Detention Facility.

11. Emergency Services:

The Medical Contractor shall maintain policies and procedures to address emergency situations. The emergency policies shall provide for immediate response by the health staff to stabilize the inmate. Emergency services to include first aid and cardiopulmonary resuscitation services shall be provided on-site. AED's are provided by the Facility and CCSO staff are trained every two years in CPR.

12. Emergency Response Plan:

The Medical Contractor shall maintain policies and procedures to address the health aspects of the emergency response plan. Medical Contractor's policies and procedures shall be in accordance with CCSO risk/response plans, recognizing public safety is always paramount. The related policies and procedures shall be approved by the Sheriff or designee and include:

- a. Responsibilities of health staff;
- b. Procedures for triage;
- c. Predetermination of the site for care;
- d. Telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances);
- e. Procedures for evacuating patients;
- f. Alternate backups for each of the plan's elements;
- g. Respond to all codes called in the facility; and
- h. Provide additional manpower coverage during crisis situations

13. Medication Management:

The Medical Contractor shall provide or facilitate a pharmaceutical program in accordance with federal, state, and local laws to meet the needs of the inmate population. Medications shall be administered to inmates as prescribed. Appropriately trained health care personnel shall administer medications to inmates and the administration of each dose shall be documented. Medical Pass to inmates is conducted in their respective POD's. The program shall also include guidelines for administering medications to those inmates scheduled to be temporarily removed from the Detention Facility (e.g., for court appearances).

The Medical Contractor's pharmaceutical program shall address, at a minimum, the following:

- a. Medication Reconciliation as a component of the Intake Screening or Health Assessment;
- b. Medication ordering process;
- c. Medication administration systems to include Direct Observed Therapy (DOT) and Keep-on-Person (KOP) programs for inhalers and other medication approved by Sheriff or designee;
- d. Routine/non-urgent medication shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician/provider;
- e. Documentation of inmate education addressing potential medication side effects;
- f. Documentation of medication administration to inmates utilizing the medication administration record;
- g. Documentation of an inmate's refusal to take the prescribed medication and;
- h. Requirements for physician evaluations prior to renewal of medication orders to include psychotropic medications. The re-evaluation shall be documented in the inmate's health record.

Medications shall be maintained under proper conditions and in a secure area. A log documenting the use of stock medications shall be maintained. The Medical Contractor shall provide policies and procedures for the removal and disposal of expired, unneeded, or surplus medications. Certain medications are prohibited from this correctional facility, which will be detailed to the RFP awardee.

14. Laboratory Services:

The Medical Contractor shall ensure the availability of laboratory studies as determined necessary. Routine and Stat laboratory specimens will be processed, and reports shall be provided in a timely manner. A qualified medical provider shall review test results with abnormal findings. The Medical Contractor shall provide equipment and supplies to perform on-site laboratory testing or facilitate such testing.

15. Radiological Services:

The Medical Contractor shall ensure access to radiological studies determined medically necessary. Routine and Stat radiology services shall be processed, and reports will be provided in a timely manner. A licensed medical provider or board eligible radiologist shall interpret test results. Unless emergent, on-site radiological studies shall always be preferred.

16. Mental Health Services:

The Medical Contractor is responsible for providing inmates with medically necessary mental health services. The mental health program shall include screening, referral, diagnosis and treatment of mental health conditions. Licensed Mental Health Professionals (preferred) or Trained Mental Health staff shall conduct an initial mental health screening within fourteen (14) days of admission for all inmates with a known history of mental illness and/or those who actively exhibit signs or symptoms of possible mental illness.

At a minimum, a licensed mental health professional shall provide on-site assessments of inmates with clinical symptoms on a weekly basis. In addition, court ordered assessments shall be conducted by a Licensed Mental Health Professional on-site when requested. Health care staff shall be trained on the identification and treatment of inmates who are at risk for suicidal and/or homicidal acts or ideations. Detailed policies and procedures shall be in place for the treatment of such inmates.

- a. **Substance Abuse Treatment Program and Education:** The Medical Contractor shall maintain on-site group participation or individual treatment via a Licensed Treatment Specialist or other licensed provider for specified inmates which include State (DOC) and County inmates.
- b. **Violent & Sexual Offender Treatment Programs:** The Medical Contractor shall maintain on-site group participation or individual treatment via a Licensed Treatment Specialist or other licensed provider for specified inmates which include State (DOC) and County inmates.

17. Health Records Management:

The Medical Contractor shall establish policies and procedures addressing the health record format and documentation requirements. The Medical Contractor shall ensure health records are maintained in a standardized format in accordance with prevailing medical regulations for confidentiality, retention, and access. A problem-oriented health record format shall be utilized. A health record shall be established for each inmate who receives care beyond their initial intake screening.

The Medical Contractor shall be responsible during the term of the contract for the storage (paper, electronic or otherwise) and retention of health records in compliance with mandated statutes of the State of Montana and Federal Law.

18. Inmate Complaint/Grievance Procedure:

The Medical Contractor shall establish policies and procedures that address the handling of inmate complaints related to health services to include a process for appeals.

The Medical Contractor shall be given access to the Detention Facility Grievance Program which shall be used to answer grievances and for tracking of complaints from receipt to resolution. The Medical Contractor shall initiate its response to grievances within 72 hours of receipt.

The Medical Contractor shall generate and provide to the Undersheriff, or designee, a quarterly report of complaints received. The reports shall include at a minimum, inmate name and identification number, date the complaint was received, complaint description, date of response, and a brief description of resolution.

19. Dental Care:

Dental care shall be provided under the direction and supervision of a licensed dentist.

The Medical Contractor shall provide dental treatment on all County and State inmates based on a list of dental priorities and not limited to extractions, when the health of the inmate would otherwise be adversely affected as determined by the dentist.

The Medical Contractor shall provide State/DOC inmates with an oral screening by licensed dental staff within six months (180) days of admission, to include dental education and oral hygiene instruction. A licensed dentist or hygienist shall perform an oral examination within one (1) year of admission and again at least every year afterward.

The dental clinic shall be staffed and operated on a set schedule and for a sufficient number of hours to meet the needs as outlined above. The Medical Contractor shall specify the proposed number of hours in the response to this proposal.

20. Discharge Planning:

The Medical Contractor shall provide discharge planning services that include the arrangement for a three (3) day supply of current medications when advance notice will allow. Patients receiving psychotropic or HIV medications shall be issued up to a 30-day supply. A Discharge Planning Program shall be implemented for patients with chronic medical or mental health diagnoses, which will include arrangements with or referrals to community providers. Whenever possible, advance notification shall be provided by the facility to ensure compliance.

21. Onsite Services for Detention Facility Staff:

The Medical Contractor shall provide the following medical services for Detention Facility Staff:

- a. Annual tuberculin skin testing and referrals as appropriate; and
- b. Emergency intervention for on-site injuries; and.

- c. Maintenance of the Employee Wellness Program; and
- d. Education/Training for new staff during orientation on inmate care/role of medical

The Medical Contractor shall not be responsible for the provision of routine health services to CCSO staff. However, health staff shall provide on-site emergency intervention for staff and visitors when medically necessary.

22. Onsite Blood Draws:

The Medical Contractor shall provide timely blood draws on suspects charged/arrested for criminal offenses (i.e. DUI) who have given consent, or whenever a search warrant has been obtained. The arresting agency is responsible for all SAKI kits/blood draw kits and all lab processing. CCSO blood draws shall be done at no additional costs but Medical Contractor is allowed to invoice outside agencies for this service at a cost not to exceed \$85.00 per blood draw.

B. Offsite Medical Services:

The Medical Contractor shall coordinate comprehensive medical services including medical specialty consultations, outpatient treatments, and hospitalizations by coordinating care with community based medical providers and hospitals.

The Medical Contractor shall maintain an off-site Provider network, local when possible, to provide medically necessary, which cannot be reasonably provided at the Detention Facility or by the Medical Contractor.

Utilization Management:

The Medical Contractor shall be responsible for determining the medical necessity of off-site medical services.

The Medical Contractor shall establish a utilization management program for the review and analysis of off-site referrals to preferred providers, including sub-specialty and inpatient stays. The program shall include non-urgent hospitalization pre-certification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures. The utilization management program shall demonstrate that use of off-site services has been appropriate (medically indicated) and the length of stay (if applicable) is neither longer nor shorter than medically indicated.

IV. Staffing and Human Resources

A. Staff and Schedule:

The Medical Contractor shall provide sufficient staff, schedules and human resources support to maintain stable and productive services and management as described in this

document and meeting national standards. Onsite coverage is required 24/7, 365 days a year, however, generally only one (1) nurse (excluding intake nurse) is required on-duty between the hours of 10pm and 6am. Typically, four to five licensed medical personnel are needed on-site between the hours of 6am-10pm, excluding the medical provider, mental health provider and dental provider.

An example of sufficient onsite coverage may be:

- Licensed Medical Provider – Forty (40) hours on-site every week, 24/7 on-call
- Registered Nurses – coverage needed 24/7, seven (7) days a week
- Medical Assistant(s) – coverage needed 24/7, seven (7) days a week
- Licensed Mental Health Professional – coverage 40 hours per week
- Health Service Administrator – coverage 40 hours per week

The Medical Contractor shall define sufficient staff in their proposal for all the positions and shift assignments in this Request for Proposal. To facilitate comparison of proposals, the Medical Contractor shall provide a minimum staffing plan for the recommended staffing requests.

The Staffing Plan and schedule shall ensure that the following conditions are met:

1. Minimally, a licensed medical provider on-call 24 hours per day, seven days per week. This person must be able to respond to the Facility within 30 minutes of being activated to provide services.
2. Hours worked by health care personnel shall be spent on-site at the Detention Facility, except as otherwise authorized by the Detention Facility. If proposing Telehealth services, please describe in detail that service in your proposal.
3. The Licensed Mental Health Professional must work in accordance with the Licensed Medical Provider for med management or have prescriptive authority.
4. Medical Contractor employees must comply with sign-in and sign-out procedures as set forth by the Detention Facility. Additionally, they will be required to wear an identification badge while at the facility and maintain all key control protocols.
5. Records of hours worked, and the staff schedule will be available, upon request, to the Facility Administrator for review.
6. All Medical Contractor employees who work in the Detention Facility must obtain the Prison Rape Elimination Act (PREA) Training.
7. All Medical Contractor personnel and subcontractors must pass a background check prior to placement at the Facility, conducted by the Cascade County Sheriff's Office.
8. If the Medical Contractors on-site employee(s) or subcontractor, if applicable, are absent from work due to illness, vacation, vacates the position, etc., the Medical Contractor must immediately have an appropriately qualified employee backfill that position to maintain the continuity of inmate health care services. On-site staffing schedule and patterns must be maintained by the Medical Contractor regardless of training needs, holidays, sick days, vacations

or vacancies.

9. Cascade County is currently located in a highly competitive demographic for health care workers, which provides a significant amount of employment options for those who are credentialed. Current staffed personnel shall be permitted the right to apply, with priority consideration for placement.

B. Administrative Procedures:

The Medical Contractor's management staff (e.g., Project Manager/HSA, Medical Director, Director of Nursing) shall represent the health unit in discussions with local civic groups or visiting officials as mutually agreed upon by the Medical Contractor and the Detention Facility Administrator.

C. Security:

Medical Contractor personnel are subject to the security regulations and procedures of the Detention Facility. Medical Contractor personnel are subject to removal from facility at any time for security reasons as determined by the Undersheriff, Detention Facility Administrator or his/her designee.

D. Training and Information for Detention Staff:

The Medical Contractor shall provide detention personnel with ongoing structured health education as well as health information to include infectious disease, mental health issues, management of emergency situations and other topics required by medical standards, ACA standards, and other applicable standards.

E. Cost Containment:

1. Offsite Costs:

- i. Offsite liability, including all medical services provided outside of the Detention Facility for County Inmates are at the County's expense. Thus, maximization of onsite services is critical. State (DOC) and Federal inmate expenses are paid by the respective agencies.
- ii. All inmate pharmacy costs are at the County's expense. Medical Contractor shall have a pharmacy partner who provides prescriptions at a reduced cost to minimize the financial impact on the CCSO Budget.

2. Cost Reports:

- i. The Medical Contractor shall, the last week of every month, submit all received invoices on costs incurred for offsite and pharmacy expenses to the CCSO Accountant.

F. Hazardous Waste Management:

The Medical Contractor shall be responsible for the removal and disposal of medically generated hazardous and pharmaceutical waste materials. Removal and disposal shall

be in accordance with applicable local, county, and federal rules, regulations, and codes.

G. Insurance:

Upon award of this contract, entry into a contract is expressly conditioned upon the Medical Contractor obtaining certificates of insurance indicating that the insurance requirements below listed are in force.

1. Indemnity and Hold Harmless Agreement:

To the fullest extent allowed by law, the Medical Contractor shall indemnify, defend and hold the County, the Cascade County Sheriff's Office, Commissioners, Officers, and their affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services pursuant to this Contract, or any act or omission, by Medical Contractor or its affiliates, employees, agents, subcontractors or representatives. Medical Contractor shall provide the COUNTY with proof of the insurance coverage required herein, including without limitation, general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

2. Instructions:

The Medical Contractor shall not commence work under this contract until the Medical Contractor has obtained all insurance required under this section and such insurance has been approved by the Agency or representative, nor shall the Medical Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of insurance shall have the County, the Cascade County Sheriff's Office and the Detention Facility named as "Additional Named Insureds" for the proposed work.

3. Workers' Compensation Insurance and Employer's Liability Insurance:

In accordance with MCA §§ 39-71-401 and 39-71-405, Medical Provider agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Medical Provider shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract. The Medical Contractor shall take out and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance

company authorized to write such insurance in Cascade County and in all counties covering all the Medical Contractor's employees, and in the case of any work sublet, the Medical Contractor shall require the Medical Contractor's subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractor's employees.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Medical Contractor agrees to furnish proof of required insurance to Cascade County prior to commencing work under this Agreement.

4. Commercial General Liability Insurance:

The Medical Contractor shall maintain during the life of this contract such Commercial General Liability Insurance as shall protect the Medical Contractor against claims for damages resulting from bodily injury, including wrongful death and property damage, which may arise from operations under this contract whether such operations be by the Medical Contractor or by any subcontractor. Cascade County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by Cascade County. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

- i. Each Occurrence: \$1,000,000
- ii. General Aggregate: \$2,000,000

5. Professional Liability/Malpractice Insurance:

The Medical Contractor shall maintain, during the life of this contract, such Professional Liability Insurance as shall protect the Medical Contractor against claims for damages resulting from medical incidents, which may arise from operations under this contract, whether such operations are by the Medical Provider or the Medical Contractor staff. If Professional/Malpractice Liability is provided on a Claims-made basis, the Medical Contractor agrees to provide evidence of uninterrupted coverage, or an Extended Reporting Endorsement, in compliance with this section, for a period of three (3) years after the contract expires. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

- i. Each Incident: \$1,000,000
- ii. Aggregate: \$3,000,000

6. Certificate of Insurance:

The Medical Contractor shall furnish the Cascade County Commission with a copy of the certificate(s) of insurance evidencing policies required in Number's 3, 4, and 5 listed above. The Medical Contractor shall give the Cascade County Commission at least thirty (30) days written notice in the event of cancellation

of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the Medical Provider shall furnish a certificate of insurance evidencing renewal of such coverage to the Cascade County Commission. The certificates of insurance shall clearly show this contract number.

7. Subcontractor's Insurance:

The Medical Contractor shall require each subcontractor to obtain and maintain during the life of the subcontract the same insurance coverage required under Section F, Paragraphs 3, 4, and 5 above, including the extensions of coverage required under those paragraphs. The Cascade County Commission depending on the particular service being performed by the subcontractor may grant exceptions. Each subcontractor shall furnish to the Medical Contractor two (2) copies of a certificate of insurance, and such certificate shall contain the same information required in Paragraph 6 above. The Medical Contractor shall furnish one copy of the certificate to the Cascade County Commission.

H. Other Terms and Conditions:

The Medical Contractor shall confirm its acceptance of the following general terms and conditions:

1. Contract Period:

The Medical Contractor shall furnish labor, materials, and supplies necessary to provide complete health care services to inmates, as per the accepted proposal and subject to the execution of a contract with terms and conditions deemed necessary by the Agency. It is the intent of the Cascade County Commission to award this contract for a four-year (48 month) fiscal period. However, the Cascade County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to three (3) additional years, in twelve (12) month increments. The Cascade County Commission shall, in writing, notify the Medical Contractor one hundred and twenty (120) days prior to expiration of the contract with its intent to extend the contract, if mutually agreed to by both parties. The Medical Contractor shall document their fee schedule for the duration of the proposed contract showing any percentage increases each year of the contract beyond year four.

This Contract shall be effective and commence on July 1st, 2021.

2. Termination of Contract:

The County shall have the authority to submit a written recommendation to terminate the contract for default to include unreasonable nonperformance. This recommendation shall be supported through specific documented instances. The Medical Contractor shall be provided with an opportunity to

cure the conditions within a specified and reasonable time period if cured, no termination shall occur.

Either party shall have the option to terminate the contract without cause based upon 120 days written notice.

3. Non-Discrimination:

The Medical Contractor shall agree to comply with the policies of the Detention Facility and all applicable federal, state and local laws, rules and regulations whereby discrimination is prohibited on the grounds of race, religion, color, sex, age, national origin or disability.

V. Contractor Qualifications and Experience:

The Medical Contractor shall be an experienced provider of comprehensive medical services, including all the specified services.

A. Minimum Qualifications:

The Medical Contractor shall meet the following minimum requirements to be considered for award of this contract.

1. The Medical Contractor must be organized for the primary purpose of providing health care services with the ability to provide correctional health care services.
2. The Medical Contractor must have a minimum of five years of medical health care experience or demonstrated equivalent experience.
3. The Medical Contractor must have demonstrated experience managing health care facilities.
4. Licensed and Certified: Medical Contractor, both corporate and individuals, must be fully licensed and certified in the State of Montana for the type of work to be performed in the Facility at the time of Proposal and during the entire contract time.
5. Drug Free Workplace: The Detention Facility has adopted a Drug Free Workplace Policy. Therefore, it is unlawful to manufacture, distribute, disperse, possess, consume or use any controlled substance in the workplace, specifically in the secure Facility, to include recreational and/or medical authorized marijuana. The Medical Contractor agrees its employees, agents or subcontractors will follow and honor the Detention Facility Drug Policy.
6. The Medical Contractor must maintain an open, collaborative relationship with the administration and staff of the Cascade County Sheriff's Office, and other Cascade County Medical Service Providers.

B. Summary of Experience:

1. The proposal must include a description of the respondent's past performance and effectiveness in similar work as it relates to the requirements to be provided for in this contract. The respondent shall describe its experience in providing and supporting the delivery of quality services for the requirements of this contract.

2. The proposal must include a list of three (3) current clients including contact names, mailing address, telephone number and email addresses.
3. The proposal must include a list of three (3) former clients including contact names, mailing address, telephone number and email addresses. This list shall indicate whether the Medical Contractor or the Contracting Agency terminated the contract and the reason for the termination.
4. The proposal must include a detailed list of any fines or penalties (excluding contractual liquidated damages) the Medical Contractor has had to pay to state, local, or federal agencies, or shareholders.
5. The proposal must include a description of all instances in the past five years in which the Medical Contractor has requested additional money beyond what was agreed to in the initial contract. Said description must identify the contract project and include the percent of payment in excess of the contract price. This does not pertain to routine contract renewals or extensions, but rather any instances in which the Medical Contractor requested an adjustment to its original bid after it started operating the contract.

C. Key Medical Services Staff:

The Medical Contractor shall submit a list consisting of the names, title, and qualifications of key medical services staff as it applies to the offer. The list may include corporate executive management with responsibilities related to the proposed contract, individuals assigned to organize and implement the inmate medical services, and candidates to assume onsite positions, if available. The Medical Contractor shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.

D. Litigation History:

1. The Medical Contractor shall submit a listing of all litigation filed against the company closed and pending relating to health services, problems or disputes over the firm's performance on contracts or projects held during the last five years, specifying the jurisdiction of the case, (i.e. state or federal) and individual or class action. Cases should be separated by type of litigation, i.e. tort malpractice, federal civil rights violation cases, or related to contract terms, termination, breach or failure to perform. Indicate the status of each case, i.e. active, dismissed, or settled.
2. The Medical Contractor shall also provide a comprehensive description, including outcome, of any jails, prisons, counties, states, clients, former clients, employees/agents of clients, and competitors that the proposer has sued. Failure to disclose such lawsuits may be grounds for Agency to reject the proposal and eliminate it from further consideration.
3. List all contracts terminated early by the Medical Contractor. Give an explanation for each early termination.
4. List all contracts cancelled in the last four (4) years by the Medical Contractor and

provide an explanation for each.

5. List all contracts formerly held by the Medical Contractor that were cancelled or terminated early by any governmental agency or private company and provide an explanation for the cancellation or termination of each. Failure to disclose such cancellations or terminations under Litigation History may be grounds for the County to reject the proposal and eliminate it from further consideration.

E. Subcontractors: If subcontracting is to be used:

The Medical Contractor shall submit a list of those subcontractor personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract. The respondent shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.

F. Price

The price shall include the delivery of all on-site professional medical services, labor, supplies, insurances and licenses necessary or proper for completion of the scope of work as described herein, based on present statutes, law and standards of care.

Population: To assist with the determination of a proposed contract price, population statistics and projections are as follows:

Assumes an average daily population of 440 over a four-year period

	% Increase	Contract Amount
Year One		\$
Year Two	%	\$
Year Three	%	\$
Year Four	%	\$

Medical Equipment and Furnishings:

The County owns all the existing medical equipment and office furnishings in the Medical Unit. In the event additional Equipment or Furnishings with a value of \$500 or less is required during the term of the contract, a written list of Equipment and justification of need shall be forwarded to the Undersheriff for consideration and processing. Computers and associated equipment are part of the County's furnishings and will be updated accordingly.

The provision of Equipment and Furnishings with a purchase cost of more than \$500 (except County computers) shall be the responsibility of the Medical Contractor. Upon

contract termination, all Equipment purchased by the Medical Contractor shall become the property of the Medical Contractor.

V. PROPOSAL CONTENT.

All proposals must be concise, clear and convey all the information requested by Cascade County. Emphasis is on completeness and clarity of content.

It is requested the following section headlines are used in response to this RFP:

- A. **Statement of Qualifications**
- B. **Healthcare Services Proposed**
- C. **Implementation Schedule**
- D. **Cost**
- E. **Appendix**

Sections to include:

A. Statement of Qualifications.

Each Respondent must demonstrate its organization's competence, qualifications, and ability to perform the services requested in this RFP. Requested information shall include:

1. The business entity's legal name, address, and telephone number;
2. Proof of license to do business in the State of Montana and in good standing with the Montana Secretary of State or provide a commitment that it will become licensed in Montana within thirty (30) calendar days of being awarded the contract;
3. The principle(s) of the business entity, their experience and qualifications;
4. The key individuals to be assigned to Cascade County. List, for each individual, all relevant experience;
5. Description of the business entity's prior experience, including any similar services provided and location;
6. Three (3) professional references who have used the proposer's healthcare services.

Each Respondent must provide a copy of and maintain all necessary licenses, accreditations and certifications in accordance with the Montana laws, rules, regulations and ordinances.

B. Healthcare Services Proposed.

The Respondent shall address how the requirements will be satisfied as requested in the RFP requirements.

C. Implementation Schedule.

Respondent must include a detailed implementation timeline with an estimated duration of the project from start to finish in their proposal. Demonstrated ability to work with the County.

D. Cost of Service.

All proposal responses must include fee schedule information that is all inclusive of healthcare services, supplies, personnel costs, etc.

E. Appendix.

Respondent must include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal.

VI. EVALUATION OF PROPOSALS

Evaluation of proposals shall be conducted by an RFP review committee established by the Cascade County Sheriff's Office. In reviewing and evaluating proposals, Cascade County will use the following evaluation factors listed below in the order of their respective importance:

1. Conformance to the requirements of this solicitation;
2. Qualifications and experiences;
3. Overall Health Care Proposal;
4. Costs;
5. References; and
6. Past performance.

Each Respondent who submits a proposal may make an oral presentation to Cascade County to provide an opportunity for the Respondent to clarify the proposal and ensure mutual understanding. Respondents may NOT change their original proposal submission.

VII. BASIS FOR AWARD.

A contract award resulting from this RFP shall be given to the Respondent whose proposal is determined to be most suitable to deliver prompt and professional healthcare services and other requested services to inmates and based on the evaluation factors set forth herein. The County reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the County depending on available competition and timely needs of the County. The County reserves the right to select a Medical Contractor with or without interviews and may decide to select any of the Respondents submitting qualification packages.

The County reserves the right to award the contract to a responsible Respondent submitting a responsive Proposal, with a resulting negotiated agreement that is most advantageous and in the best interests of the County. The County shall be the sole judge of the Proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation, as it deems necessary, to determine the ability of any Respondent to perform the work or service requested.

VIII. CONTRACTUAL REQUIREMENTS

The successful Respondent, hereafter referred to in this section as “Contractor,” shall be required to enter and sign a formal contract with Cascade County subject to the following terms and conditions:

A. Length of Contract.

The RFP shall become part of the contract and the contract will be in effective for the duration of a four (4) year contract period beginning July 1st, 2021 at 0000hrs.

B. Background Checks.

This contract requires access to multiple areas within the Cascade County Detention Center and access to confidential County information. As such, the successful respondent and associate personnel must pass a background check prior to the start of work and prior to access to the facility is allowed. The background checks will be completed by Cascade County and may include, but is not limited to, a reference check, criminal history check and active warrant check.

Further, Cascade County reserves the right to deny access to any employee on County property who is identified as a potential threat to the health, safety, security, and operational mission of the County and its public. Should access be denied, the successful respondent shall remove the employee immediately and replace the employee with a suitable substitute, as approved by the County, at no additional cost.

C. Location.

Contractor shall be required to install its own equipment and all respective accessories and software at the Cascade County Detention Center and maintain its own secure network/Wi-Fi specific to its own company, if desired. (Telehealth would require its own network) County owned computers, printers, etc. are on-site in the Medical Unit and available to the Medical Contractor personnel. Training may be conducted remotely and at the facility, as directed by Cascade County.

D. Minimum Contract Terms.

The agreement will contain, at a minimum, the following provisions:

- 1. Compliance with Laws and Non-Discrimination.**

The Contractor agrees all hiring must be on the basis of merit and qualifications, and not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, the Contractor agrees to comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.

2. Wage & Labor.

Pursuant to MCA § 18-2-401(11)(a), a “public works contract” is defined as “a contract for construction services let by the state, county, municipality, school district, or political subdivision or for non-construction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000.” Contractor shall be required to determine if the scope of work and services provided herein constitute a public works contract, necessitating Montana resident preferences and prevailing wage rates which would apply to this work and Contract. Contractor and any and all subcontractors at any level or tier of work shall give preference to the employment of bone fide Montana residents in the performance of the work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provision in effect and applicable to the County or locality in which the work is being performed (MCA § 18-2-403). At least 50% of the workers, as defined by the Department of Labor and Industry (DOLI), must be bona fide Montana residents (MCA §§ 18-2-401, 18-2-402). The Commissioner of the DOLI has established the standard prevailing rate of wages in accordance with MCA §§ 18-2-401 and 18-2-402. A copy of the rates entitled “State of Montana, Prevailing Wage Rates” are available online at Montana DOLI website at montana.gov. The Commissioner of the Montana DOLI has established the resident requirement in accordance with MCA § 18-2-409. The Contractor and any and all subcontractors at any level or tier of the work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the work to DOLI. The Contractor and any and all subcontractors at any tier or level of the work, and as determined by the Montana DOLI, shall classify all workers in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates, it shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid. **It is not the responsibility of Cascade County to determine who classifies as a subcontractor or any other persons involved in any aspect of the work at any tier or level.** All such determinations shall be the sole responsibility of the Contractor, subcontractor, or any other persons involved in the project at any tier or level. The Contractor is further required to maintain payroll records in a manner readily capable of being certified for submission under MCA § 18-2-423, for not less than three (3) years after the Contractor’s completion of work on the project. The Contractor is also required to post a statement of all

wages and fringe benefits in a visible and accessible location in compliance with MCA § 18- 2-423.

3. Choice of Law.

The Contractor and Cascade County agree that jurisdiction and proper venue exist in the Eighth Judicial District, Cascade County, Montana located in Great Falls, Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

4. Taxes.

In the event the Internal Revenue Services ("IRS") should determine the Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge that all payments to Contractor are gross payments and Contractor is responsible for all income taxes and social security payments received prior to such IRS determination.

5. Termination of Contract.

This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least one hundred twenty (120) days prior to the date of the intended termination.

6. Records.

Contractor shall maintain sufficient records incidental to the performance of this Agreement to enable Cascade County to document the performance of the Agreement. Contractor shall allow access to those records by the Cascade County Sheriff's Office, the County Attorney's Office, and the County Auditor, any independent auditor employed by Cascade County and to representatives of the state or federal government. Records shall be retained for at least seven (7) years after expiration or termination of the Agreement.

7. Public Access to Information.

Contractor acknowledges that the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety.

8. Sovereign Immunity.

Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.

9. Indemnification.

The Contractor shall defend, indemnify, and hold harmless Cascade County, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the Contractor, its employees, agents, successors, and assignees.

Cascade County shall defend, indemnify, and hold harmless Contractor, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Cascade County, its officers, agents, employees, successors, and assignees.

10. Severability.

If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.

IX. SCHEDULE.

The following outlines the proposed timing of responses; however, Cascade County reserves the right to modify the dates as necessary. Any changes will be issued in addendums to this RFP.

- January 25, 2021: RFP released on Cascade County website.
- February 8th, 2021, 9:00 a.m. MDT: Non-mandatory pre-bid question/answer conference and Detention Facility tour at the Cascade County Sheriff's Office, 3800 Ulm North Frontage Road, Great Falls, MT 59404. (email creeves@cascadecountymt.gov if participating)
- February 17th, 2021, 3 p.m.: Last day to submit written questions. (email to creeves@cascadecountymt.gov)
- March 17th, 2021, at 5:00 p.m. MDT: Deadline for submission of six (6) hard copies of proposal plus one (1) electronic copy in .pdf or Microsoft Word file format.

- Week of March 29th, 2021: Interviews with selected Respondents.
- Week of April 13th, 2021: Approval and award of contract by the Board of County Commissioners.

X. RESPONDENT'S INSTRUCTIONS.

- A. Respondents should direct all questions to:

Sheriff Jesse Slaughter or Undersheriff Cory Reeves
Cascade County Sheriff's Office
3800 Ulm North Frontage Road
Great Falls, MT 59404
(406) 454-6820

Email: jslaughter@cascadecountymt.gov
creeves@cascadecountymt.gov

- B. Respondents are only to direct questions in writing to the contact list above. No contact is to be had with the Board of Commissioners.
- C. By March 17th, 2021, at 5:00 p.m. MDT, proposals must be received in a sealed envelope marked on the outside with "RFP Inmate Medical Services," and addressed to:

Sheriff Jesse Slaughter or Undersheriff Cory Reeves
Cascade County Sheriff's Office
3800 Ulm North Frontage Road
Great Falls, MT 59404

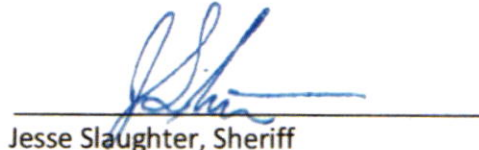
XI. DISCLAIMERS.

1. Cascade County reserves the right to reject all proposals, to negotiate individually with the proposers, and to select a respondent based upon the best interests of Cascade County, which best interests may be based exclusively upon pricing.
2. Cascade County reserves the right to withdraw the RFP at any time at its sole discretion. Further, Cascade County reserves the right to amend the RFP to correct errors or oversights, or to supply additional information as shall become available, at any time prior to the opening of responsive submissions.
3. Cascade County reserves the right to eliminate any mandatory, non-material specification or requirements that cannot be met by any of the prospective respondents.

4. Cascade County reserves the right to request and require clarification at any time during the procurement process and/or require correction of mathematical or other apparent errors and/or to determine a respondent's compliance with the requirements of the RFP.
5. This RFP does not commit Cascade County to the award of a contract, nor to pay any cost incurred in the preparation, submission or presentation of proposals in anticipation of a contract. Cascade County reserves the right to reject all proposals, portions of proposals or subconsultants/team members, to further modify the scope of work and/or negotiate further with respect to the proposal or to select the firm which in Cascade County's sole judgment provides the best overall proposal with respect to qualifications, experience, financial proposal and staffing abilities.
6. Nothing in this RFP shall constitute or be construed to create a partnership or joint venture between Cascade County, its officers, employees, agents, representatives, successors, or assignees and the Respondent, its officers, employees, agents, representatives, successors, or assignees. Neither Respondent nor Respondent's employees shall be deemed to be employees of Cascade County.
7. Proposals submitted in response to this procurement shall become the property of the County. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed and executed by the parties; thereafter, the proposals shall be deemed public records.

Cascade County Commission


Joe Briggs, Chairman


Jesse Slaughter, Sheriff

Published: January 31 and February 7, 2021.

END OF RFP